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STREET CAR COMPANIES—LIABILITY FOR ASSAULT BY ONE PASSENGER ON ANOTHER.—In *United Railways etc. Co. v. State* (Md.), 49 Atl. 923, it is held that where the conductor of a street railway permits a person to board the car in an intoxicated condition, and to remain as a passenger after he had assaulted an inoffensive passenger, to the knowledge of the conductor, the company is liable in damages for the death of another passenger caused by an assault by such drunken person subsequently made during the same trip, although the conductor had no reason to suppose that the assault would be made on this particular passenger.

INSURANCE POLICY—ONE-YEAR LIMIT FOR SUIT—EFFECT OF ADJUSTMENT AND PROMISE TO PAY.—In *McCallum v. National Credit Ins. Co.* (Minn.), 86 N. W. 892, it is held that the one-year period of limitation commonly prescribed in fire insurance policies is not applicable where, after the loss, the company adjusted the loss and promised to pay it. Such settlement and adjustment are held to create an original liability. *Godchaux v. Insurance Co.*, 34 La. Ann. 235; *Insurance Co. v. Chestnut*, 50 Ill. 112, 99 Am. Dec. 492; *In re St. Paul German Ins. Co.*, 58 Minn. 163, 59 N. W. 996, 26 L. R. A. 737, 49 Am. St. Rep. 497; *Smith v. Insurance Co.*, 62 N. Y. 85.

PATENTS — TRADEMARKS — INFRINGEMENT — MEASURE OF DAMAGES.—The number of infringing articles purchased by defendant for incorporation into his manufactured product is held, in *Rose v. Hirsh* (C. C. A. 3d C.), 51 L. R. A. 801, to be a basis of damages in an action for infringement of a patent, where up to the time of infringement he had purchased all his stock from the patentee, who had a strict monopoly, and afterwards deliberately substituted infringing articles for the patented ones, so that the conclusion is irresistible that in the absence of infringement, he would have purchased the same quantity from the patentee.

The annotation to this case exhaustively reviews the decisions on the subject of damages for infringement of patents, copyrights, or trademarks as affected by loss of profits.

USURY—BROKER'S COMMISSIONS.—Usury in the loan of money by an agent is held in *Clarke v. Havard* (Ga.), 51 L. R. A. 499, to be shown where the agent exacted from the borrower a commission which, added to the interest, amounted to more than the law allowed for interest, and the lender, who paid the agent nothing for his services, must have known that he would get compensation from the borrower.

A ruling similar to this was made in *Fowler v. Equitable Trust Co.*, 141 U. S. 384. The vice in cases of this kind consists in the relation of principal and agent between the lender and the broker, and the stipulation or knowledge on the part of the lender that the broker, although representing the lender, is to look for his compensation to the borrower. Thus, in effect, the lender receives the interest, plus the compensation paid by the borrower to the broker.

GIFTS OF PERSONALTY—WHEN COMPLETE.—"As put by Byrne, J., in *In re Smith*, *Bull v. Smith*, 17 T. L. R. 588," says the *Canadian Law Times*, "the test as to gift or no gift is whether anything remains to be done by the alleged donor to render the gift binding upon him. In that case the donor, on the 16th of